

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

SAUDI ARABIAN AIRLINES CORPORATION,

Plaintiff,

-against-

IAGCAS, LLC,

Defendant.

Civil Action No. _____

COMPLAINT

Plaintiff Saudi Arabian Airlines Corporation (“SAUDIA” or “Plaintiff”), by and through its undersigned counsel Norton Rose Fulbright US LLP, for its complaint against IAGCAS, LLC (“IAGCAS” or “Defendant”), alleges as follows:

NATURE OF THE ACTION

1. This is a breach of contract action arising from IAGCAS’ failure to purchase and take delivery of ten \$5.8 million-plus Boeing 777-200ER model aircraft in accordance with the terms of a written sale agreement between the parties.
2. IAGCAS, a Miami, Florida-based limited liability company, entered into a signed written sale agreement with SAUDIA obligating IAGCAS to purchase and take delivery in 2019 of thirteen 777-200ER aircraft at a price of \$5,885,000.00 per aircraft, for a total purchase price of \$76,505,000.00.
3. IAGCAS closed upon and took delivery of three of the thirteen aircraft, but then failed to comply with its contractual obligations under the sale agreement to purchase and take delivery of the remaining ten aircraft. As a direct result of IAGCAS’ failure to perform as required under the sale agreement, SAUDIA has suffered substantial damages in amount of no less than \$57,350,000.00.

JURISDICTION AND VENUE

4. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is completely between a citizen of a U.S. state and a citizen or subject of a foreign state.

5. Pursuant to the sale agreement between the parties, Defendant has agreed to submit to the jurisdiction of this Court. Article 17 of the Sale Agreement for B777-200ER Aircraft (“Sale Agreement”) provides in relevant part:

Any legal suit, action or proceeding against Seller or Buyer arising out of or relating to this agreement shall be instituted in any federal or state court in New York County, New York. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection on the grounds of venue, forum non-conveniens or any similar grounds, irrevocably consents to service of process by mail or in any other manner permitted by applicable law (provided written evidence of acceptance and delivery are provided for) and consents to the jurisdiction of said courts.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(3) because Defendant is subject to the personal jurisdiction of this Court, and Plaintiff and Defendant have contractually agreed to venue in this Court pursuant to Article 17 of the Sale Agreement.

THE PARTIES

7. Plaintiff is a corporation duly organized and existing under the laws of the Kingdom of Saudi Arabia.

8. Defendant is a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business located at 6929 NW 46th Street, Miami, Florida, 33166. Defendant has only two members, the Cooper Delaware Family Trust and Mauricio Luna, as Trustee of the Mauricio Luna Revocable Living Trust. The Cooper Delaware

Family Trust is a resident, citizen and domiciliary of the State of Idaho. Mauricio Luna is a resident, citizen and domiciliary of the State of Florida.

FACTUAL BACKGROUND

9. Plaintiff SAUDIA is the national airline and flag carrier of the Kingdom of Saudi Arabia and is wholly owned by the Kingdom of Saudi Arabia. As well as operating aircraft for domestic and international flights, SAUDIA on occasion has also sold aged, decommissioned or other aircraft in its fleet to interested parties.

10. Upon information and belief, Defendant IAGCAS is in the business of purchasing used or aged commercial aircraft, including specifically Boeing model 777-200ER aircraft, as well as aircraft parts and components.

11. On or about March 13, 2019, SAUDIA entered into a sale agreement with IAGCAS for the purchase of thirteen Boeing 777-200ER model aircraft. A copy of the Sale Agreement is attached hereto as **Exhibit A**.

12. Pursuant to the terms of the Sale Agreement, SAUDIA agreed to sell to IAGCAS thirteen Boeing 777-200ER model aircraft. In exchange, IAGCAS agreed to purchase and take delivery of the thirteen aircraft, at a price of \$5,885,000.00 per aircraft, for a total purchase price of \$76,505,000.00.

13. IAGCAS further acknowledged and agreed, pursuant to Article 3(B) of the Sale Agreement, that this purchase price was “free of any deduction or claim arising from whatsoever nature and it represents the full amount payable” to SAUDIA.

14. IAGCAS was required to purchase and take delivery of all thirteen aircraft in accordance with a tentative delivery schedule set forth in “Exhibit B” to the Sale Agreement, with specific delivery dates to be determined but, in all events, within calendar year 2019.

15. Despite agreeing to purchase and take delivery of all thirteen aircraft in 2019, IAGCAS failed to do so. IAGCAS completed the purchase of just one of the thirteen aircraft in 2019, taking delivery of aircraft registration number HZ-AKN on or about November 20, 2019. IAGCAS failed to purchase or to take delivery of any other aircraft in 2019.

16. Nearly two months later, on or about January 15, 2020, IAGCAS belatedly took delivery of a second aircraft, bearing aircraft registration number HZ-AKO. IAGCAS made no further attempt at that time to purchase or to take delivery of any additional aircraft, and provided no indication regarding whether and when it intended to fulfil its contractual obligations under the Sale Agreement to complete the purchase and to take delivery of the remaining aircraft.

17. In light of IAGCAS' repeated and unexcused delays in completing the purchase of the remaining aircraft, SAUDIA issued a default notice to IAGCAS on March 19, 2020. In the notice, SAUDIA advised IAGCAS that it had defaulted on its obligation under the Sale Agreement to purchase and take delivery of the aircraft within the contractually required time frame and requested that IAGCAS provide an acceptance and delivery plan for the remaining aircraft to expedite and complete the sale process.

18. By letter dated March 31, 2020, IAGCAS Co-Manager Brian Cooper responded that IAGCAS remained "committed to completing" the purchase of the remaining aircraft and would work "diligently" to take delivery of the remaining aircraft.

19. By letter dated April 20, 2020, SAUDIA stated that it was willing to support IAGCAS in completing the purchase of the remaining aircraft and again requested that IAGCAS provide a clear plan to take delivery of the remaining aircraft and transfer funds to complete their purchase.

20. IAGCAS refused to provide the requested delivery plan and completed the purchase of just one additional aircraft, taking delivery of aircraft registration number HZ-AKE on or about October 28, 2020.

21. Instead, on November 11, 2020, IAGCAS Co-Manager Brian Cooper emailed SAUDIA and stated that IAGCAS would not proceed with the purchase of the remaining ten aircraft at the agreed-upon price set forth in the Sale Agreement.

22. In addition, and despite IAGCAS' previous agreement to pay the full purchase price "free of any deduction or claim arising from whatsoever nature," Cooper further demanded that SAUDIA renegotiate the purchase price before IAGCAS would agree to complete the purchase of the remaining ten aircraft, writing: "This is the only way forward I can see that will get the objective done and remove [the remaining ten aircraft] from the Kingdom."

23. Despite SAUDIA's many accommodations and extensions of additional time to IAGCAS to comply with its contractual obligation to purchase all thirteen aircraft, IAGCAS has failed to tender the purchase price for the remaining ten aircraft or to take delivery of those aircraft.

24. During the extended delays by IAGCAS in completing the purchase of the remaining thirteen aircraft, the value of the remaining aircraft has deteriorated.

25. By letter dated March 25, 2021, SAUDIA demanded that IAGCAS fulfill its contractual obligation to purchase and take delivery of the remaining ten aircraft and transfer payment to SAUDIA in the full amount due and owing under the Sale Agreement, or \$57,350,000.00. IAGCAS has never responded to the March 25, 2021 demand letter.

26. All conditions precedent to the maintenance of this action have been performed, discharged and otherwise satisfied.

COUNT I
(Breach of Contract)

27. Plaintiff restates the allegations in each of the preceding paragraphs as if fully set forth herein.

28. The Sale Agreement is a valid, binding and fully enforceable contract.

29. SAUDIA has performed all of its obligations under the Sale Agreement, including by making all thirteen aircraft available to IAGCAS for purchase.

30. Without right or justification, IAGCAS materially breached its obligation to purchase and take delivery of ten of the aircraft within the contractually required time period set forth in the Sale Agreement.

31. As a direct result of IAGCAS' breach of the Sale Agreement, SAUDIA has suffered substantial damages in an amount to be determined at trial, but, in any event, no less than fifty seven million three hundred and fifty dollars (\$57,350,000.00).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant, as follows:

A. On Count I, that SAUDIA be awarded damages in an amount of no less than fifty seven million three hundred and fifty dollars (\$57,350,000.00);

B. That SAUDIA be awarded pre-judgment and post-judgment interest at the statutory rate, together with reasonable attorneys' fees, and any expenses, costs and disbursements incurred by SAUDIA in bringing this action.

C. That SAUDIA be awarded such other and further relief as the Court may deem just and proper.

Dated: August 18, 2021
New York, New York

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

By: /s/ Steve M. Dollar

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